



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-18074-21

In the matter of: 7, 43 JAMES STREET W
COBOURG ON K9A2J8

Between: Tvm 43 James (amit Sofer) Landlord

and

Jacob Haugh Tenant

Tvm 43 James (amit Sofer) (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Haugh (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises and/or used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage; and because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person.

This application was heard by videoconference on October 5, 2021 at 10:22am.

Only the Landlord's agent, S. Green, attended the hearing.

Determinations:

1. The landlord served the tenant with a Form N7 on July 9, 2021, with a notice of termination date of July 19, 2021.
2. The building contains 7 units. The Tenant lives alone in the rental unit. The Landlord's Form N7 alleges the Tenant or the Tenant's guests has wilfully caused undue damage to the rental unit by breaking nearly all windows to his unit, as well as the front door. The events in question occurred in June 2021.
3. Mr. Green tendered photographic evidence showing windows to the rental unit either completely removed or nearly entirely destroyed, as well as the frame and front door to the unit completely removed.
4. I am satisfied, based on a balance of probabilities, that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to windows and front door of the unit.

5. The window and front door damage is exclusive to the Tenant's unit. One photograph shows interior drapes protruding through a broken window and hanging outside, suggesting someone from the inside of the rental unit had punched the window. In the absence of an alternative explanation, I am prepared to draw the inference that the Tenant or someone they permitted in the unit caused this damage.
6. Additionally, Mr. Green stated he was told by another tenant that the Tenant was seen breaking a window and the front door from the outside of the unit, after being locked out of the rental property by one of his guests. While that neighbouring tenant did not testify at the hearing, by its very nature and that the fact that every window and front door was broken to the Tenant's unit, I find that the damage was clearly done wilfully, and due to its extensive nature I find that it is undue.

Safety & Inconsistent Use

7. Section 66 of the Act provides a notice of termination may be given if an act or omission of the Tenant, another occupant or person permitted in the residential complex by the Tenant seriously impairs or has seriously impaired the safety of another person.
8. In this case, the Landlord alleges the act of the Tenant or his guests have seriously impaired his safety or the safety of other tenants. The Landlord testified that that the Tenant confronted another tenant and verbally assault this tenant in the presence of her granddaughter. The Landlord tendered a voice recording from a neighbouring tenant in support of this allegation. Further the Landlord testified that the Tenant and his guests have engaged in fighting and used verbally abusive language towards the Landlord. While the Tenant's conduct is most definitely troubling, the alleged contraventions do not rise to the level of serious impairment of safety within the meaning of s. 66 of the Act. This portion of the Landlord's application must therefore fail.
9. Section 63 of the Act also provides that a notice of termination may be given to the Tenant if the rental unit is used in a way that is inconsistent with its use as a residential premises and that causes or can be expected to cause serious damage. The Landlord testified that the Tenant has allowed various people into the rental unit, to be used as a hostel/shelter, and that the Tenant's guests have engaged in fighting and other activities. Mr. Green has advised that the police have been called numerous times. While it is clear that the rental unit has been seriously damaged, I am not satisfied, on a balance of probabilities, that the Landlord has proven that the unit is being used in a way that is inconsistent as a residential premises, or that this "use" is the cause of the damage to the rental unit. This portion of the Landlord's application must therefore fail.

Section 83

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing, and thus did not provide any evidence that may be relevant to my determination under s. 83. The Landlord testified that in addition to the damage to the windows and

door, interior walls have also been destroyed and there is a considerable amount of garbage accumulating.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of November 30, 2021. The Tenant must move out of the rental unit on or before November 30, 2021.
2. If the unit is not vacated on or before November 30, 2021, then starting December 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after December 1, 2021. The Sheriff is requested to expedite the enforcement of this order.



November 17, 2021

Date Issued

Peter Nicholson

Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 1, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.